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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Civil Action No.

LOUIS W. DESIMONE and
DESIMONE ASSOCIATES, INC.,MAGISTRATE JUDGE Alexander

Plaintiffs,

RECEIPT # 57039

v.

AMON NOTICE 150
DEFENDANT NOTICE 150
OF REMOVAL NOTICE 150

ATLANTIC PRECISION SPRING, INC.,

SUMMONS ISSUED N/A

Defendant.

LOCAL RULE 4.1 150WAIVER FORM 150MCF ISSUED 150BY DPTY. OLK. F.O.M.DATE 11/6/04

Pursuant to 28 U.S.C. §§ 1441(a) and (b) and §§ 1446(a) and (b), Defendant Atlantic Precision Spring, Inc. ("Defendant") hereby files its notice of removal of the civil action filed by Plaintiffs Louis W. Desimone and Desimone Associates, Inc (collectively "Plaintiffs") in the Commonwealth of Massachusetts Superior Court, Norfolk County, styled, *Louis W. Desimone and Desimone Associates, Inc, a Massachusetts Corporation v. Atlantic Precision Spring, Inc., a Connecticut Corporation doing business in the Commonwealth of Massachusetts.*, Civil Action No. 04-00970 ("state court civil action"). In support of its notice of removal, Defendant states the following grounds for removal:

1. On June 15, 2004 Defendant received the summons and complaint in the state court civil action which asserted various claims sounding in contract tort and an alleged violation of M.G.L. c. 104, §§ 8 and 9 arising out of a former relationship between Plaintiff and Atlantic Precision Spring. True and accurate copies of the summons, complaint and the state court civil action sheet filed in the state civil action are enclosed behind Tab "1".
2. In paragraphs one and two of the state court civil action complaint, Plaintiffs aver that they are citizens of MA.
3. In paragraph three of the state court civil action complaint Plaintiffs aver that Atlantic Precision Spring is a Connecticut corporation with its principal place of business in Connecticut doing business in the Commonwealth of Massachusetts.
4. Plaintiffs' claims are premised on allegations that Defendant unlawfully failed to pay all commissions due them after their termination as sales representatives under a written sales

agreement. Plaintiffs' causes of action against Defendant includes: breach of contract, detrimental reliance, misrepresentation and violation of M.G.L. c. 104, §§ 8 and 9. Plaintiffs' state court civil action complaint avers that Plaintiffs have suffered "great financial loss." In the state court civil action cover sheet, Plaintiffs claim they are entitled to damages in the amount of \$164,000.00. *See Tab 1 (Civil Action Cover Sheet).*

5. Accordingly, removal to this Court of Plaintiffs' state court civil action is proper under 28 U.S.C. §1441(b) on grounds of diversity of citizenship. This action is removable because Defendant is a citizen of a state other than Massachusetts while Plaintiffs are citizens of Massachusetts and the amount in controversy exceeds Seventy-five Thousand and no/100 Dollars (\$75,000.00) exclusive of interest and costs. Thus, diversity jurisdiction in this Court is proper under 28 U.S.C. §1332.

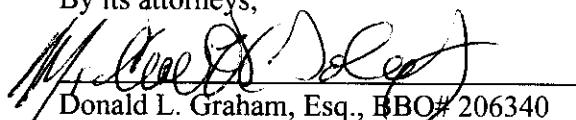
6. Pursuant to 28 U.S.C. §1446(d), a Notice to Plaintiffs of Defendant's Filing of Notice of Removal was served on Plaintiff and filed with the clerk of the Commonwealth of Massachusetts Superior Court for Norfolk County, Massachusetts. A copy of such notice to Plaintiffs is enclosed behind Tab "2."

WHEREFORE, Defendant respectfully requests that this action proceed in this Court as an action properly removable to it.

Respectfully submitted,

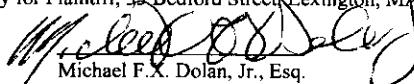
DEFENDANT
ATLANTIC PRECISION SPRING, INC.,

By its attorneys,


Donald L. Graham, Esq., BBO# 206340
Michael F.X. Dolan, Jr., Esq., BBO# 565876
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Ste. 410
Quincy, MA 02160
617.479.5000

fy
6
CERTIFICATE OF SERVICE

I certify that on this 6 day of July, 2004, I served a copy of the foregoing Defendant's Notice of Removal by sending the same by first-class mail, postage prepaid to Claude B. Lavallee, Esquire, Attorney for Plaintiff, 33 Bedford Street, Lexington, MA 02420.


Michael F.X. Dolan, Jr., Esq.

(TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:
 TORT - MOTOR VEHICLE TORT - CONTRACT
 EQUITABLE RELIEF - OTHER.)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTION

NO. 04 00970

Louis W. DeSimone, and
 DeSimone Associates, Inc.
 A Massachusetts Corp.

serve: Plaintiff(s)

Atlantic Precision Spools, Inc.

agent: Gary D. Constant, Esq.
 101 West Street
 Bristol, Connecticut
 06010

Atlantic Precision Spools, Inc.
 A Connecticut Corporation doing business
 in the Commonwealth of Massachusetts

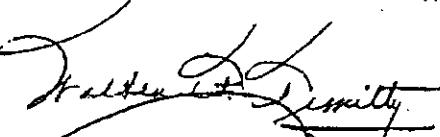
SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon Claude B. Lavallee, plaintiff's attorney, whose address is 33 Bedford ST., STE 9, Lexington, MA 02420, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Dedham either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WITNESS, SUZANNE V. DELVECCHIO, Esquire, at Dedham, MA the 10th day of June, in the year of our Lord two thousand and Four.


Walter L. Linsky Clerk

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

| | | |
|--|---|--|
| CIVIL ACTION COVER SHEET | DOCKET NO./SI 04 00970 | Trial Court of Massachusetts Superior Court Department County: |
| PLAINTIFF(S) Louis W. DeSimone | DEFENDANT(S) ATLANTIC PRECISION SPRING, Inc. | |
| ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE CLAUDE B. LAVALLÉE, Esq. 33 BEDFORD ST., STE. #9 LEXINGTON, MA. 02420 (781) 861-6573 Board of Bar Overseers number: 56-6567 | ATTORNEY (if known) | |

Place an x in one box only:

1. F01 Original Complaint .
 2. F02 Removal to Sup.Ct. C.231.s.104
 (Before trial) (F)
 3. F03 Retransfer to Sup.Ct. C.231.s.102C (X)

4. F04 District Court Appeal c.231, s. 97 &104 (After trial) (X)
 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
 6. E10 Summary Process Appeal (X)

CODE NO. TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)
TYPE OF ACTION (specify) TRACK IS THIS A JURY CASE?A01 Contract, Service / Labor (F) Yes No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(Attach additional sheets as necessary)

A. Documented medical expenses to date:
 1. Total hospital expenses \$
 2. Total Doctor expenses \$
 3. Total chiropractic expenses \$
 4. Total physical therapy expenses \$
 5. Total other expenses (describe) \$

B. Documented lost wages and compensation to date \$

C. Documented property damages to date \$

D. Reasonably anticipated future medical and hospital expenses \$

E. Reasonably anticipated lost wages \$

F. Other documented items of damages (describe) \$

G. Brief description of plaintiff's injury, including nature and extent of injury (describe) \$

TOTAL \$

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

BREACH OF SALES REPRESENTATION AGREEMENT BY ATLANTIC PRECISION SPRING, INC.
 BY FAILING TO PAY ITS INDEPENDENT SALES REPRESENTATIVE 30 DAYS REGULAR COMMISSIONS
 FOR EVERY YEAR OF SERVICE. MR. DESIMONE HAS SERVED 29 YEARS; 10 MONTHS UNDER
 THIS AGREEMENT. MR. DESIMONE IS ENTITLED TO 29 MONTHS OF TERMINATION PAYMENT AT \$ 568.00 PER MONTH
 EQUAL TO \$ 164,778 DUE 11/15/03 AS TERMINATION PAYMENT DATED 10/31/03. TOTAL \$ 164,000

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have compiled with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules of Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

Claude B. Lavallee

DATE: 6/10/04

THE COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

Superior Court Department
Of the Trial Court Dept.
Civil Action No. 4 CG 870

LOUIS W. DESIMONE and
DESIMONE ASSOCIATES, INC.,
a Massachusetts Corporation
Plaintiffs

v.

ATLANTIC PRECISION SPRING, INC.,
a Connecticut Corporation doing business
in the Commonwealth of Massachusetts,
Defendant

COMPLAINT

Parties:

1. Plaintiff Louis W. DeSimone is an individual residing at 27 Nevada Road, County of Norfolk, Town of Needham, and in the Commonwealth of Massachusetts and working as a principal for DeSimone Associates.
2. Plaintiff DeSimone Associates, Incorporated is a Corporation duly licensed in the Commonwealth of Massachusetts with its principle place of business at 24 Crescent Road, in the Town of Needham Heights, in the Commonwealth of Massachusetts.
3. Defendant Atlantic Precision Spring, Inc. was at all relevant times herein a corporation licensed in the State of Connecticut and at all relevant times maintained Offices at 125 Ronzo Road, County of Hartford, Town of Forestville, and State of Connecticut, and said Atlantic Precision Spring, Inc. is doing business in the Commonwealth of Massachusetts.

Jurisdictional Statement:

4. This Honorable Court has jurisdiction over this action under Massachusetts General Laws, Chapter 212 section 4.

Facts:

5. At all times herein concerned the Defendant Atlantic Precision Spring, Inc. is a Connecticut Corporation doing business in the Commonwealth of Massachusetts holding themselves out to the general public as a manufacturer of custom component parts ; i.e. specialty springs and stamping, etc.
6. That the Plaintiff Louis W. DeSimone held himself out as an independent sales and manufacturer's representative for hire in the Commonwealth of Massachusetts and State of Rhode Island.
7. That on/or about January 1, 1974 Atlantic Precision Spring , Inc.(hereinafter referred to as Atlantic) entered into written sales representative contract with the Plaintiff Louis W. DeSimone. (See Exhibit A1).
8. That said sales contract provided in part that the Plaintiff Louis W. DeSimone would be appointed the independent sales agent to solicit sales of the Defendant Atlantic Precision Spring, Inc. products as well as other products and/or services available through Atlantic.
9. That for all times thereafter, up to October 31, 2003, the Plaintiff Louis W. DeSimone and the Plaintiff DeSimone Associates, Inc. marketed and performed sales of the Defendant Atlantic's products in the Commonwealth of Massachusetts, New Hampshire, Vermont, Maine, and Rhode Island
10. For all times thereafter, up to October 31, 2003, the Defendant Atlantic provided the Plaintiff with their products for sale and was contractually obligated to pay the Plaintiffs an amount equal to five percent (5%) for all sales in the regions of the Commonwealth of Massachusetts, New Hampshire, Vermont, Maine and Rhode Island.
11. That on October 31st, 2003, Neil Fries, President and Agent of the Defendant Atlantic, sent a termination letter to the Plaintiffs allegedly terminating the Plaintiffs' services as a manufacturer's sales representative for Atlantic Precision Spring, Inc.
12. That the practices of the Defendant Atlantic was to pay the Plaintiffs' commissions on a monthly basis after completion of the monthly sales.
13. That at all times there was a Massachusetts Statute regulating the conduct and the payment of commissions between principals and sales representatives. M.G.L. 104, Sec 8.
14. That at all times there was a Massachusetts Statute requiring the prompt payment of commissions earned between principals and sales representatives. M.G.L. 104, Sec 9.

COUNT 1- BREACH OF CONTRACT

15. Plaintiff Louis W. DeSimone re-alleges each and every one of the allegations contained in paragraph one through fourteen as paragraphs one through fourteen of Count 1.
16. That the Defendant Atlantic on or after October 31, 2003 has failed to pay the Plaintiff Louis W. DeSimone the monthly regular sales commissions due to the Plaintiff for services rendered under the terms of the contract due prior to October 31, 2003.
17. That the Defendant Atlantic on or after October 31, 2003 has failed to pay the Plaintiff Louis W. DeSimone the monthly regular sales commissions provided for under the January 1974 sales contract for any of the months after December 31, 2003 (due after the termination of the Plaintiff).
18. That as a result of the Defendant Atlantic's breach of contract the Plaintiff has not been paid regular commissions due in direct breach of the above referenced January 1974 contract and Plaintiff has experienced great financial loss and the lost the opportunity of new business as a result thereof.

Wherefore the Plaintiff Louis DeSimone prays this Honorable Court for Judgment against Defendant Atlantic for compensatory and exemplary damages.

COUNT 2- VIOLATION OF MASSACHUSETTS
GENERAL LAWS, CHAPTER 104, SECTION 8 AND 9

19. Plaintiff Louis W. DeSimone re-alleges each and every allegation contained in paragraphs one through eighteen as paragraphs one through eighteen of Count 2.
20. Defendant Atlantic has violated Massachusetts law by failing to pay within fourteen days all commissions due to Plaintiff after Plaintiff's termination, and Defendant has failed to pay commissions due Plaintiff within fourteen days as provided under the written sales representative agreement all in direct violation of Massachusetts Law. M.G.L. Chp 104, sec 8.
21. Defendant Atlantic has willfully and knowingly failed to comply with Massachusetts Laws relating to the prompt payment of commissions to its Manufacturer's sales representative Plaintiff Louis DeSimone in violation of the Massachusetts Laws. M.G.L. , Chp, Sec 9.
22. That as a result of Defendant Atlantic's failure to comply with Massachusetts Laws relating to the prompt payment of sales representative commissions the Plaintiff Louis W. DeSimone has suffered great financial losses and lost the opportunity of new business; and Plaintiff has not received the monthly sales commissions earned, nor has the Plaintiff received those regular commissions pursuant to the contract terms due after Plaintiff's termination.

Wherefore the Plaintiff Louis W. DeSimone prays this Honorable Court for Judgment against Defendant Atlantic for compensatory, exemplary and treble damages, inclusive of attorney fee's and court costs.

COUNT 3 - DETRIMENTAL RELIANCE

23. Plaintiff Louis W. DeSimone re-alleges each and every allegation contained in paragraphs one through eighteen as paragraphs one through eighteen of Count 3.
24. That the Plaintiff Louis W. DeSimone in reliance on the terms of the sales representative contract executed in January of 1974 with Defendant Atlantic continued as independent agent contract for some thirty years with the expectation that Plaintiff would receive regular sales commissions after termination equal to a monthly commissions payment for each year that the Plaintiff worked under said contract (after two years from the date of its inception).
25. That the Defendant Atlantic has failed to pay the Plaintiff Louis W. DeSimone the regular commission due as set out herein including those regular commissions due after Plaintiff's termination.
26. As a direct result of Plaintiff Louis W. DeSimone's reliance on the Defendant Atlantic's contractual representations Plaintiff has suffered great financial loss and lost the opportunity of new business; and Plaintiff has not received the monthly sales commissions earned, nor has the Plaintiff received those regular commissions pursuant to the contract terms due after Plaintiff's termination.

Wherefore the Plaintiff Louis W. DeSimone prays this Honorable Court for Judgment against Defendant Atlantic for compensatory and exemplary damages.

COUNT 4 - MISREPRESENTATION

27. Plaintiff Louis W. DeSimone re-alleges each and every allegation contained in paragraphs one through eighteen, and twenty three though twenty six, as paragraphs one through eighteen, and paragraphs twenty three through twenty six of Count 4.
28. Defendant Atlantic knowingly and willingly entered into contract with the Plaintiff Louis DeSimone promising the Plaintiff inducements and financial rewards in return for the Plaintiff performing under the terms of the contract.
29. Defendant Atlantic and its agents and successors in interest at all relevant time knew or should have known of the contract terms, inducements and promises made to the Plaintiff Louis W. DeSimone in return for the Plaintiff's performances and actions.
30. Defendant Atlantic, its agents and successors in interest at all relevant times knew or should

have known that they would not pay Plaintiff the regular commission payments due after Plaintiff's performance.

31. As a direct result of Defendant Atlantic's knowing and willful misrepresentations Plaintiff Louis W. DeSimone has suffered great financial losses and lost the opportunity of new business. Plaintiff has not received the monthly sales commissions earned, nor has the Plaintiff received those regular commissions pursuant to the contract terms due after Plaintiff's termination.

Wherefore the Plaintiff Louis W. DeSimone prays this Honorable Court for Judgment against Defendant Atlantic for compensatory and exemplary damages

COUNT 5- BREACH OF CONTRACT

32. Plaintiff DeSimone Associates, Inc re-alleges each and every one of the allegations contained in paragraph one through fourteen as paragraphs one through fourteen of Count 5.

33. That the Defendant Atlantic on or after October 31, 2003 has failed to pay the Plaintiff DeSimone Associates, Inc the monthly regular sales commissions due to the Plaintiff for services rendered under the terms of the contract due prior to October 31, 2003.

34. That the Defendant Atlantic on or after October 31, 2003 has failed to pay Plaintiff DeSimone Associates, Inc. the monthly regular sales commissions provided for under the January 1974 sales contract for any of the months after December 31, 2003(due after the termination of the Plaintiff).

35. That as a result of the Defendant Atlantic's breach of contract the Plaintiff has not been paid regular commissions due in direct breach of the above referenced January 1974 contract and Plaintiff has experienced great financial loss and the lost the opportunity of new business as a result thereof.

Wherefore the Plaintiff DeSimone Associates, Inc. prays this Honorable Court for Judgment against Defendant Atlantic for compensatory and exemplary damages.

**COUNT 6- VIOLATION OF MASSACHUSETTS
GENERAL LAWS, CHAPTER 104, SECTION 8 AND 9**

36. Plaintiff DeSimone Associates, Inc re-alleges each and every allegation contained in paragraphs one through fourteen and thirty two through thirty five as paragraphs one through fourteen and thirty two through thirty five of Count 6.

37. Defendant Atlantic has violated Massachusetts law by failing to pay within fourteen days all commissions due to Plaintiff after Plaintiff's termination, and Defendant has failed to pay commissions due Plaintiff within fourteen days as provided under the written sales

representative agreement all in direct violation of Massachusetts Law. M.G.L. Chp 104, sec 8.

38. Defendant Atlantic has willfully and knowingly failed to comply with Massachusetts Laws relating to the prompt payment commissions to its Manufacturer's sales representative Plaintiff in violation of the Massachusetts Laws. M.G.L. , Chp, Sec 9.

39. That as a result of Defendant Atlantic's failure to comply with Massachusetts Laws relating to the prompt payment of sales representative commissions the Plaintiff DeSimone Associates, Inc has suffered great financial losses and lost the opportunity of new business; and Plaintiff has not received the monthly sales commissions earned, nor has the Plaintiff received those regular commissions pursuant to the contract terms due after Plaintiff's termination.

Wherefore the Plaintiff DeSimone Associates, Inc prays this Honorable Court for Judgment against Defendant Atlantic for compensatory, exemplary and treble damages, inclusive of attorney fee's and court costs.

COUNT 7 - DETRIMENTAL RELIANCE

40. Plaintiff DeSimone Associates, Inc re-alleges each and every allegation contained in paragraphs one through fourteen and thirty two through thirty five as paragraphs one through fourteen and thirty two through thirty five of Count 7.

41. That the Plaintiff in reliance on the terms of the sales representative contract executed in January of 1974 with Defendant Atlantic the Plaintiff DeSimone Associates, Inc continued as an independent agent under contract for some thirty years with the expectation that Plaintiff would receive regular sales commissions after termination equal to a monthly commissions payment for each year that the Plaintiff worked under said contract (after two years from the date of its inception).

42. That the Defendant Atlantic has failed to pay the Plaintiff DeSimone Associates, Inc. the regular commission due as set out herein including those regular commissions due after Plaintiff's termination.

43. As a direct result of Plaintiff DeSimone Associates, Inc.'s reliance on the Defendant Atlantic's contractual representations Plaintiff has suffered great financial loss and lost the opportunity of new business; Plaintiff has not received the monthly sales commissions earned, nor has the Plaintiff received those regular commissions pursuant to the contract terms due after Plaintiff's termination.

Wherefore the Plaintiff DeSimone Associates, Inc. prays this Honorable Court for Judgment against Defendant Atlantic for compensatory and exemplary damages.

COUNT 8 - MISREPRESENTATION

44. Plaintiff DeSimone Associates, Inc. re-alleges each and every allegation contained in paragraph one through fourteen, and thirty two through forty three as paragraphs one through fourteen and thirty two through forty three of Count 8.

45. Defendant Atlantic knowingly and willingly entered into contract with the Plaintiff promising the Plaintiff inducements and financial rewards in return for the Plaintiff performing under the terms of the contract.

46. Defendant Atlantic and its agents and successors in interest at all relevant time knew or should have known of the contract terms, inducements and promises made to the Plaintiff in return for the Plaintiff's performance and actions.

47. Defendant Atlantic and its agents and successors in interest at all relevant times knew or should have known that they would not make the regular commission payments due to the Plaintiff DeSimone Associates, Inc after Plaintiff's performance.

48. As a direct result of Defendant Atlantic's knowing and willful misrepresentations Plaintiff DeSimone Associates has suffered great financial losses and lost the opportunity of new business and Plaintiff has not received the monthly sales commissions earned, nor has the Plaintiff received those regular commissions pursuant to the contract terms due after Plaintiff's termination.

Wherefore the Plaintiff DeSimone Associates, Inc. prays this Honorable Court for Judgment against Defendant Atlantic for compensatory and exemplary damages

Plaintiff Louis W. DeSimone and
Plaintiff DeSimone Associates, Inc.

Claude B. Lavallee
Claude B. Lavallee, Esq.
Law Offices of Claude B. Lavallee
33 Bedford Street, Ste 9
Lexington, MA 02420
(781) 861-6573
B.B.O # 566567

Date: June 10, 2004

Exhibit A,

AGREEMENT made January 1, 1974 between Atlantic Precision Spring, Inc.,
Ronzo Road, Forestville, Connecticut and Louis W. DeSimone.

1. Atlantic Precision Spring, Inc. hereby appoints Louis W. DeSimone as an independent sales agent, to solicit spring business for the principal as well as promote the sales of any other products or services that Atlantic Precision Springs, Inc. may have available in the future.
2. The sales representative shall have the territory of: Massachusetts and Rhode Island, with the exception of ~~Bent~~itch and Norris Industries.*
3. The regular commission is 5% of all sales. There is no commission on dies or tools involved in the manufacture of springs unless agreed upon specifically in special cases. All commissions will be paid to you on the 15th of the month for the previous month.
4. The sales agent agrees to work diligently in promoting sales for the principal. All leads and quotations will be followed up promptly and the results will be reported back to Atlantic Precision Spring, Inc.
5. All traveling and incidental expenses will be borne by you. You will not assume responsibility for any expenditures for this company. You will not make any statements to customers regarding terms, deliveries, and conditions not specifically authorized by us in writing.
6. The relationship hereby established between parties does not constitute that of employer and employee, but that of independent contractors. You are not authorized to, and agree that you will not, enter into any contract or agreement in the name of or on behalf of this company.
7. This agreement between parties hereto, shall continue in force until terminated by either party upon thirty (30) days notice by registered mail to the last known address, and within said thirty (30) days you are to return any and all samples, catalogues, price lists and other materials belonging to us.
8. The representative will enjoy regular commission for thirty (30) days after termination. After two (2) years the representative will enjoy thirty (30) days for every year of representation from the above date.

* ~~Bent~~itch and Norris Industries will be negotiated the first of July.

ACCEPTED:

ATLANTIC PRECISION SPRING, INC.

Louis W. DeSimone
DATE: 1/25/74

Douglas J. Lane
1/17/74

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS1. Title of case (name of first party on each side only) Louis W. Desimone v. Atlantic Precision Spring, Inc.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.

II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950.

III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.

IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.

V. 150, 152, 153.

*Also complete AO 120 or AO 121
for patent, trademark or copyright cases

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES NO 7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).YES NO A. If yes, in which division do all of the non-governmental parties reside?Eastern Division Central Division Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division Central Division Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Donald L. Graham
Michael F.X. Dolan, Jr.ADDRESS Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Dr., Ste. 410, Quincy, MA 02169TELEPHONE NO. (617)479-5000